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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DARIN HEATHERLY AND IRMA
RAMIREZ,
Plaintiffs,
v.
WEST COLLEGE CENTER, LLC;
GAGMAR, INC., A CALIFORNIA
CORPORATION DBA G & G SUPER
MARKET; AND NUON PHARA, AN
INDIVIDUAL DBA PAGE'S DINER,
Defendants.

RS
CASE NO.: 3:14-CV-05483-LB

**STIPULATION OF DISMISSAL AND
[PROPOSED] ORDER THEREON**

The Parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

Therefore, IT IS HEREBY STIPULATED by and between parties to this action through their designated counsel that the above-captioned action become and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

This stipulation may be executed in counterparts, all of which together shall constitute one original document.

Dated: November 2, 2015

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

By: /s/ Thomas E. Frankovich
Attorney for Plaintiffs

Dated: November 2, 2015

DIANE AQUI
SMITH DOLLAR PC

By: /s/ Diane Aqui
Attorney for Defendants

ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Settlement Agreement and General Release should such enforcement be necessary

Dated: 11/2, 2015


Honorable Richard Seeborg

Honorable Richard Seeborg

UNITED STATES DISTRICT JUDGE